

**A RESOLUTION BY  
FINANCE AND EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA ("AHA") AND THE CITY OF ATLANTA, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING ("CITY") SO AS TO ALLOW AHA TO ADMINISTER TENANT BASED HOUSING ASSISTANCE THROUGH AHA'S HOUSING CHOICE VOUCHER PROGRAM FOR ELIGIBLE HOUSEHOLDS DISPLACED FROM THE CITY OF ATLANTA'S SECTION 8 MODERATE REHABILITATION PROGRAM; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City administers a Section 8 Moderate Rehabilitation Program, which is a form of project based housing assistance, to very low income families; and

**WHEREAS**, AHA administers a tenant based Section 8 Housing Choice Voucher Program; and

**WHEREAS**, the City is responsible for providing housing assistance to eligible tenants in the event that they are displaced due to the sale of property where they live, the property owner fails to comply with Federal Housing Quality of Standards ("HQS"), or the City or property owner elects not to renew the contract; and

**WHEREAS**, AHA is a public housing agency organized under Georgia law to administer assisted housing programs and to develop, acquire, lease and operate affordable housing for low-income families; and

**WHEREAS**, the City desires AHA to provide and administer Housing Choice Vouchers to eligible displaced households under the City's Section 8 Moderate Rehabilitation Program as set forth in the Intergovernmental Agreement ("IGA") attached hereto and made a part hereof as (Exhibit "A").

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** that the Mayor be and is hereby authorized to execute on behalf of the City of Atlanta, an Intergovernmental Agreement between the Housing Authority of the City of Atlanta and the City of Atlanta, Department of Planning and Community Development, Bureau of Housing as set forth in the form attached as Exhibit A.

**BE IT FINALLY RESOLVED** that the City Attorney be and hereby is directed to negotiate, prepare, review and present to the Mayor for execution, the agreement necessary to effect the intent of this resolution.

**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN THE CITY OF ATLANTA AND  
THE HOUSING AUTHORITY OF THE CITY OF ATLANTA**

This Intergovernmental Agreement ("Agreement") is entered into as of this \_\_\_\_ day of May 2006 (the "effective date"), by and between **The Housing Authority of the City of Atlanta, Georgia** ("AHA"), a public body, corporate and politic organized under the Housing Authorities Law of the State of Georgia, and the **City of Atlanta, Department of Planning and Community Development, Bureau of Housing** ("City"), a public body, corporate and politic organized under the Laws of the State of Georgia. AHA and the City may hereinafter be collectively referred to as the "Parties."

**WHEREAS**, the Council of the City of Atlanta adopted a resolution on July 16, 1979 which was approved by the Mayor on July 20, 1979 authorizing the participation of the City in the Section 8 Moderate Rehabilitation Program (MR Program); and

**WHEREAS**, the City has administered the Section 8 Moderate Rehabilitation Program (MR Program) since 1981 in order to provide rental subsidies to very low income families and individuals; and

**WHEREAS**, the Section 8 Moderate Rehabilitation Housing Assistance Payments Contract ("MRHAP") between the City and property owner requires that the property and/or units under the contract must remain in compliance with Federal Housing Quality Standards ("HQS"); and

**WHEREAS**, funds for housing assistance on behalf of eligible families are provided by HUD under an Annual Contributions Contract ("ACC") between HUD and the City of Atlanta.

**WHEREAS**, the City has entered into 15-year Housing Assistance Payments (HAP) Contracts with several property owners within the City of Atlanta in order to provide rental subsidies to very low income families under the MR Program; and

**WHEREAS**, if a property in the City's MR Program is sold or transferred to another entity; the owner of the property is no longer compliant with HQS standards for failing to make timely repairs; the City or property owner elects not to renew the contract or fails to comply with any other terms and conditions of the MRHAP, then said contract may be terminated at the City's discretion and the project based housing assistance converted to tenant based housing assistance; and

**WHEREAS**, AHA is a public housing agency organized under Georgia law to administer assisted housing programs and to develop, acquire, lease and operate affordable housing for low-income families; and

**WHEREAS**, the AHA administers a Section 8 Housing Choice Voucher Program which provides tenant based rental assistance to eligible families; and

**WHEREAS**, the Housing Authority of the City of Atlanta (AHA) has agreed to on a property by property basis to provide Housing Choice Vouchers to eligible displaced households pursuant to the guidelines set forth in the AHA Housing Choice Voucher, and

**WHEREAS**, subject to the terms and conditions set forth herein, the City desires for AHA to provide and administer tenant based housing assistance funded by the City through AHA'S Housing Choice Voucher Program for eligible displaced households at the City's discretion for the MR Program, and

**NOW THEREFORE BE IT FURTHER RESOLVED**, in consideration of the mutual agreement between the City of Atlanta and the AHA contained herein, the parties hereby agree as follows:

**Section 1. Transfer of Responsibilities.** AHA'S sole responsibility under this Agreement will be to provide and administer tenant based Housing Choice Vouchers funded by the City for displaced households as a result of the City's termination of its MRHAP with the property listed on Exhibit "A", attached hereto and incorporated herein.

**Section 2. Property Identification.** The property to be terminated from the MR Program is identified on Exhibit "A" of this Agreement. The City and AHA agree that this Agreement may be modified by written mutual agreement of the parties to include additional MR Program properties. The property listed on Exhibit "A" will no longer be subject to the terms and conditions of this Agreement after the United States Department of Housing and Urban Development (HUD) transfers funding with respect to such property directly to AHA.

**Section 3. Conversion Process.** Upon determination by the City that a MRHAP will be terminated, the City will notify AHA and provide a Family Report (HUD 50058) for each occupied unit under contract. AHA in its sole discretion will determine whether to accept the property under this Agreement and if AHA desires to accept the property, AHA will provide a written modification to the City to add the property to Exhibit "A". If the property is accepted, AHA will coordinate the eligibility and intake process with the City to determine which eligible displaced households of said property will be accepted by AHA to receive Housing Choice Vouchers in accordance with AHA eligibility requirements. Any household in AHA's sole discretion deemed not eligible under AHA eligibility requirements shall not be accepted by AHA and AHA shall have no responsibility to provide assistance of any kind to the displaced households.

**Section 4. Criminal Screening.** All households to be converted from the MR Program to the Housing Choice Voucher Program will be screened for eligibility pursuant to AHA'S criminal screening policy. Criminal screening is required for all household members age 16 and older. Households which do not pass AHA'S criminal screening

will not receive tenant based Housing Choice Vouchers from AHA and AHA shall have no liability or responsibility with respect to such household. If the City has questions regarding the ineligibility of a family/tenant, the City will request AHA to provide a written determination of that ineligibility on behalf of the family/tenant.

**Section 5. Scope of Responsibilities.** AHA agrees that it shall monitor the properties which accept the tenant based vouchers pursuant to the applicable program policies mandated by the U. S. Department of Housing and Urban Development (“HUD”).

**Section 6. Term.** This Agreement shall be effective from the effective date of this Agreement first written above through the date on which HUD transfers the Annual Contributions Contract (ACC) authority to AHA for all properties identified in Exhibit A of this Agreement until June 30, 2015.

**Section 7. Payments.** At the time of expiration of the ACC increment of funding for properties listed in Exhibit A between the City and HUD, it is anticipated that HUD will transfer all funding directly to AHA. Until such time that the applicable funding is transferred directly from HUD to AHA, the City will pay to AHA, on a monthly basis, an amount equal to the applicable Housing Assistance Payments for each household converted from the MR Program to Housing Choice Voucher Program along with the HUD approved administrative fee for each corresponding unit. AHA will submit a detailed invoice of the previous month’s payments to the City by the 10<sup>th</sup> day of each month and the City will remit payment by the 25<sup>th</sup> day of each month for the previous month’s assistance. If the City fails to remit the payments as provided herein or if HUD refuses to transfer funding directly to AHA after the termination of the ACC, then AHA may terminate this Agreement and/or any future housing assistance to the households accepted by AHA under this Agreement. The City will not be held liable by the AHA if HUD fails to remit payments to the City or terminates its agreement with the City and remits payments directly to AHA.

**Section 8. Reporting.** AHA shall provide a monthly report to the City that identifies the names of the family members, name of landlord, address of rental unit, amount of HAP payments, identification of vacancy payments, abatement of HAP payments, status of HQS inspections and other pertinent information that the City may request from time to time.

**Section 9. Notices.** Notices and the reports described herein shall be delivered or sent to the parties as follows:

To AHA:       Renée Lewis Glover  
                  President and Chief Executive Officer  
                  The Housing Authority of the City of Atlanta, Georgia  
                  230 John Wesley Dobbs Avenue, N.E.  
                  Atlanta, Georgia 30303-2421  
                  Fax: 404-332-0100

Gloria J. Green  
General Counsel and Chief Legal Officer  
The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, N.E.  
Atlanta, Georgia 30303-2421  
Fax: 404-332-0104

To City: Steven R. Cover  
Commissioner  
Department of Planning and Community Development  
55 Trinity Street, S.W., Suite  
Atlanta, Georgia 30303  
Fax: (404) 658-7638

Terri. M. Lee  
Director  
Bureau of Housing  
68 Mitchell Street, S.W., Suite 1200  
Atlanta, Georgia 30303  
Fax: 404-658-6950

Section 10. **Amendments/Execution.** This Agreement may only be amended or modified as allowed in Section 2.

**IN WITNESS WHEREOF**, AHA and the City have caused this Agreement to be entered into and caused their seals to be affixed hereto as of the day and year first above written.

**THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA**

Attest:

\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Renée Lewis Glover

President and Chief Executive Officer

**[SIGNATURES CONTAINED ON FOLLOWING PAGE]**

**CITY OF ATLANTA, GEORGIA**

Attest:

\_\_\_\_\_  
Municipal Clerk

BY: \_\_\_\_\_(SEAL)  
Mayor, CITY OF ATLANTA

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Chief Procurement Officer